

**INDIANA AUDITOR OF STATE**  
**CONFIDENTIALITY AGREEMENT**

**RFP 19-018 AOS PAYROLL MODERNIZATION**

The contractor understands and agrees to maintain the confidentiality of any and all non-public data, materials and information ("confidential and proprietary information"), which it receives from the Auditor of State ("AOS") or partner agencies. The contractor understands and acknowledges that any and all information obtained during the course of its involvement with the AOS Payroll Modernization Project (Project), including information regarding the AOS's internal computer systems or databases, AOS processes, processes and systems for AOS's partner agencies and/or development of a replacement system, is confidential and proprietary information. The contractor agrees to use the confidential and proprietary information solely for the benefit of the AOS. The contractor will not share or provide, in any manner, any confidential and proprietary information under this confidentiality agreement to any other person ("third party") without the express written consent of the AOS. The contractor further agrees to return or destroy any confidential and proprietary information as and when the AOS directs. Upon termination or expiration of the parties' engagement, the contractor shall not retain any confidential and proprietary information for any purpose whatsoever. The contractor understands that any unauthorized disclosure of any confidential and proprietary information may constitute a breach of this confidentiality agreement and may be grounds for the immediate termination of any contract or statements of work between the contractor and the AOS, under which such access or disclosure was permitted, and denial of further work with the AOS.

Notwithstanding anything to the contrary contained herein, the AOS understands and acknowledges that the contractor provides services related to information risk management services, project management, and other similar services to other Indiana state agencies and non-Indiana governmental entities. Nothing herein shall preclude the contractor from continuing its work with such entities or from providing additional services related to information risk management services, project management, and other similar services for such entities.

Confidential and proprietary information, as described herein, does not include, and the restrictions contained herein shall not apply to any information that (i) is or becomes generally available to the public through no act or failure to act on the part of the contractor; (ii) can be shown by reasonable documentation to have been known to the contractor at the time of its receipt from the AOS without an obligation of confidentiality; provided that any information regarding the Project provided by the AOS prior to the execution of this confidentiality agreement shall be considered confidential/proprietary information as defined herein; or (iii) can be shown by reasonable documentation to have been independently developed by the contractor.

**Vendor:**

**Date:** \_\_\_\_\_

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**Name and Title, Printed:**

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**Signature:**

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**Indiana Auditor of State**

**Name and Title, Printed:**

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**Signature:**

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**Date:** 

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